

# COLLECTIVE BARGAINING AGREEMENT

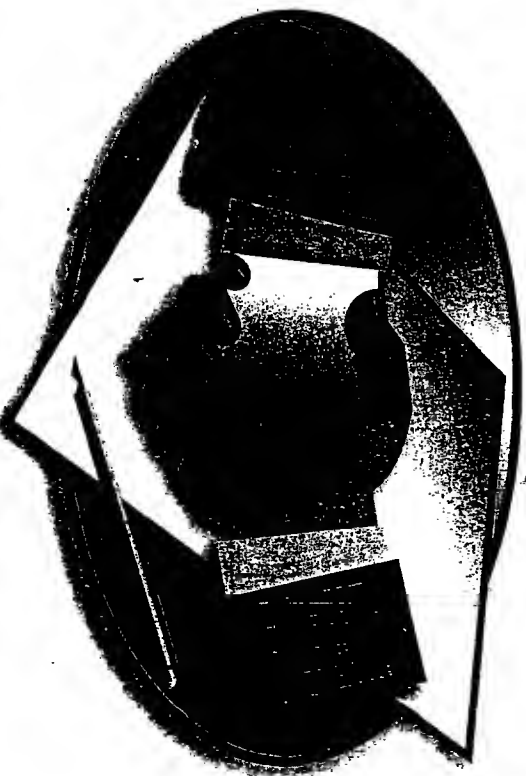
BETWEEN

HUDSON COUNTY BOARD  
OF CHOSEN FRETHOLDERS

AND

DISTRICT 1199J,  
SERVICE AND MAINTENANCE  
NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO

**District 1199J**



JULY 1, 2001 THROUGH JUNE 30, 2006

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## INTRODUCTORY STATEMENT

THIS AGREEMENT, is made and entered into this 25<sup>th</sup> day of January, 2002 by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, located at 567 Pavonia Avenue, Jersey City, New Jersey ("County"), and DISTRICT 1199J, NUHCE, AFSCME, AFL-CIO, with its offices at 9-25 Alling Street, Newark, New Jersey ("Union"), acting herein on behalf of the Employees of said County, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### WITNESSETH:

WHEREAS, the County recognizes the Union as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE I RECOGNITION

1. The County recognizes DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all blue collar and white collar Employees employed by the County of Hudson excluding all managerial executives, confidential Employees, police, professional Employees, supervisors within the meaning of the Act, Employees in other negotiations units, Employees in the Personnel Department, County Legal Department, County Adjuster's office, Prosecutor's Office, Office of Board of Chosen Freeholders, Judiciary, Office of the County Executive, Office of the County Administrator and all other Employees employed by the County of Hudson.

2. The blue and white-collar unit includes the following job classifications:

Account Clerk  
Account Clerk - Typing  
Administrative Clerk  
Administrative Secretary  
Admitting Clerk  
Advertising and Sales Clerk  
Agency Aide  
Alcohol Counselor - Trainee  
Assistant Cook  
Assistant Coordinator of Volunteers  
Barber  
Book Repairer  
Bridge Attendant  
Bridge Operator  
Building Maintenance Worker (full and part time)  
Building Service Worker (full and part time)  
Building Maintenance Inspector  
Canteen Clerk  
Cardio-Respiratory Technician  
Cashier  
Central Supply-Aide  
Chauffeur  
Children's Supervisor  
Clerk (full and part time)  
Clerk (Bilingual)  
Clerk Bookkeeper

Clerk Bookkeeper Transcriber  
 Clerk Driver  
 Clerk Stenographer (Full & Part Time)  
 Clerk Transcriber  
 Clerk Typist (Full & Part Time)  
 Clerk Data Processing  
 Clerk Typist Bilingual  
 Clinic Attendant  
 Communications Operator  
 Communications Operator Trainee  
 Community Relations Specialist-Bilingual  
 Construction and Road Inspector  
 Construction Inspector  
 Cook  
 Data Control Clerk  
 Data Control Clerk Data Processing  
 Data Entry Machine Operator  
 Data Entry Machine Operator - Keypunch  
 Data Processing Technician  
 Delivery Worker  
 Dental Assistant  
 Dietician Helper  
 Dispatcher Motor Vehicle Operator - Elderly and Handicapped  
 Drafting Technician  
 Elections Clerk Typing  
 Electrocardiograph Technician  
 Elevator Operator/Security  
 Elevator Operator  
 Elevator Starter  
 Engineering Aide  
 Environmental Therapy Aide  
 Equipment Operator  
 Field Representative/Board of Elections  
 Field Representative/Narcotics Education  
 Field Representative/Senior Citizens Program  
 Fire Prevention Specialist  
 Food Service Worker (full and part time)  
 Garage Attendant  
 Groundskeeper  
 Groundskeeper/Driver  
 Hairdresser  
 Heavy Equipment Operator  
 Hospital Attendant (full and part time)  
 Hospital Credit Investigator  
 Housing Inspector

Identification Clerk  
 Index Clerk  
 Inspector/Mosquito Extermination  
 Investigator Clerk Typing  
 Investigator/Consumer Protection  
 Juvenile Detention Officer  
 Juvenile Processing Officer  
 Keypunch Machine Operator  
 Laboratory Aide  
 Laboratory Technician  
 Laboratory Technician Water Analysis  
 Laborer  
 Laundry Worker  
 Legal Stenographer  
 Library Assistant  
 Linen Room Attendant  
 Locksmith  
 Mail Clerk  
 Maintenance Repairer (and variants thereof)  
 Meat Cutter  
 Mechanic  
 Mechanics Helper  
 Medical Records Clerk  
 Medical Record Clerk Typing  
 Medical Stenographer  
 Messenger  
 Microfilm Machine Operator  
 Mimeograph Machine Operator  
 Morgue Attendant  
 Morgue Custodian  
 Motor Broom Driver  
 Motor Vehicle Operator - Elderly and Handicapped  
 Multith Machine Operator  
 Naturalization Clerk  
 Naturalization Clerk Typing  
 Nurse's Aide  
 Occupational Therapy Aide  
 Office Appliance Operator  
 Offset Machine Operator  
 Omnibus Operator  
 Organist  
 Park Attendant  
 Park Caretaker  
 Parking Attendant  
 Parking Enforcement Officer

Parking Meter Collector  
 Parking Meter Collector and Repairer  
 Parking Meter Repairer  
 Patient Remotivation Aide  
 Payroll Clerk  
 Payroll Clerk Typist  
 Pharmacy Aide  
 Photographer  
 Physical Therapy Aide  
 Police Records Clerk  
 Principal Account Clerk  
 Principal Account Clerk Typing  
 Principal Cashier  
 Principal Clerk  
 Principal Clerk Stenographer  
 Principal Clerk Typist  
 Principal Data Entry Machine Operator  
 Principal Drafting Technician  
 Principal Index Clerk Typing  
 Principal - Medical Records Clerk  
 Principal Payroll Clerk  
 Principal Payroll Clerk Typist  
 Principal Storekeeper  
 Principal Vault Clerk  
 Printing Machine Operator 1  
 Printing Machine Operator 2  
 Program Development Aide  
 Property Clerk  
 Purchasing Assistant  
 Purchasing Assistant Typing  
 Purchasing Expediter  
 Radio Dispatcher  
 Receptionist  
 Receptionist Typing  
 Recreation Attendant  
 Recreation Leader Sports  
 Recreation Therapy Aide  
 Research Assistant  
 Seamstress  
 Secretarial Assistant  
 Secretarial Assistant-Bilingual  
 Secretarial Assistant Stenographer  
 Secretarial Assistant-Typing  
 Security Guard  
 Senior Account Clerk

Senior Account Clerk Typing  
 Senior Admitting Clerk  
 Senior Advertising and Sales Clerk  
 Senior Block Clerk  
 Senior Building Maintenance Worker  
 Senior Building Service Worker  
 Senior Cashier  
 Senior Central Supply Aide  
 Senior Citizen Program Aide  
 Senior Clerk  
 Senior Clerk Stenographer  
 Senior Clerk Transcriber  
 Senior Clerk Typist  
 Senior Construction Inspector  
 Senior Construction and Road Inspector  
 Senior Cook  
 Senior Data Entry Machine Operator  
 Senior Deed and Mortgage Clerk  
 Senior Dental Assistant  
 Senior Docket Clerk-Bilingual  
 Senior Drafting Technician  
 Senior Electrocardiograph Technician  
 Senior Environmental Therapy Aide  
 Senior Execution Clerk  
 Senior Food Service Worker  
 Senior Garage Attendant  
 Senior Groundskeeper  
 Senior Hospital Attendant  
 Senior Identification Clerk  
 Senior Index Clerk  
 Senior Juvenile Detention Officer  
 Senior Laboratory Technician  
 Senior Legal Stenographer  
 Senior Linen Room Attendant  
 Senior Mail Clerk  
 Senior Maintenance Repairer (and variants thereof)  
 Senior Map Clerk  
 Senior Mechanic  
 Senior Medical Records Clerk  
 Senior Messenger  
 Senior Microfilm Machine Operator  
 Senior Music Therapy Aide  
 Senior Occupational Therapy Aide  
 Senior Office Appliance Operator  
 Senior Offset Machine Operator

Senior Park Caretaker  
Senior Park Maintenance Repairer  
Senior Parking Attendant  
Senior Parking Meter Collector and Repairer  
Senior Payroll Clerk Typing  
Senior Physical Therapy Aide  
Senior Recreation Therapy Aide  
Senior Road Inspector  
Senior Seamstress  
Senior Storekeeper  
Senior Tax Auditor  
Senior Telephone Operator  
Senior Timekeeper  
Senior Traffic Signal Electrician  
Senior Vault Clerk  
Senior X-Ray Technician  
Sewage Plant Operator  
Specifications Writer Purchasing  
Stock Clerk  
Stock Handler  
Storekeeper  
Supervising Cashier  
Supervising Clerk Stenographer  
Supervising Election Clerk  
Supervising Road Inspector  
Telephone Operator  
Timekeeper  
Timekeeper Typist  
Traffic Analyst  
Traffic Maintenance Worker  
Traffic Signal Electrician  
Traffic Signal Repairer  
Tree Trimmer  
Truck Driver  
Vault Clerk  
Vital Statistics Clerk  
Ward Clerk  
X-Ray Technician

3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit (s) covered by this Agreement, as defined in Article I, Paragraph 1, hereof.

4. Supervisors shall not perform work for the purpose of displacing a regular unit Employee, except in cases of extreme emergency or within training.

5. The parties agree to share equally the cost of printing a sufficient number of copies of this Agreement.

## ARTICLE II UNION SECURITY

1. All present Employees covered by this Agreement may join the Union, and become members of the Union.
2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that public Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity.
3. The Union may supply membership packets, which contain information for distribution to new Employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new Employees, during the initial phase of employment.

## ARTICLE III CHECK-OFF

1. Upon receipt of a written authorization from an Employee who has completed thirty (30) days of employment, the County shall, pursuant to such authorization, deduct from the wages due said Employee, and remit to the Union, regular monthly dues as fixed by the Union, together with a list of all Employees, including those from whom dues have been deducted, and also those Employees from whom dues have not been deducted, for various reasons.
2. A. The County shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c) and (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the County will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof.
- B. When an Employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union, and not be required to sign another authorization card.
3. The County shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
4. It is specifically agreed that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify, and hold the County harmless from any claims, actions or proceedings by an Employee arising from dues deductions by the County hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
5. The County agrees to furnish the Union, each month, with the names of newly hired Employees, their addresses, social security numbers, work classifications, dates of hire and the names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

## ARTICLE IV AGENCY SHOP

1. Upon the request of the Union, the County shall deduct a representation fee from the wages of each Employee who is not a member of the Union.
2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after reentry into employment in the unit.
3. The amount of said representation fee shall be certified to the County, by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its own members.
4. The Union agrees to indemnify and hold the County harmless against any liability, cause of action or claims of loss, whatsoever, arising as a result of said deductions.
5. The County shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A - 5.5 c) and 5.6, and membership in the Union shall be available to all Employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making deductions.
7. No later than the last day of each month, the County shall provide to the Union the names of newly hired Employees, their addresses, their social security numbers, their work classifications, their dates of hire and their work locations, who were hired by the County in the month next preceding the month within which such names are provided to the Union. For purposes of this paragraph, such names shall be limited to those employed in positions covered by the collective bargaining agreement between the parties.
8. Within thirty (30) days of receipt of the above-mentioned, the Union shall provide to the County the names of Employees assigned to positions covered by the collective bargaining agreement between the parties, on whose behalf a representation fee (agency fee) is to be

deducted. The Union shall also provide with said names its certification that each Employee so named has not made written authorization for dues deductions and that the representation fee shall not exceed 85% of the regular membership dues. The Union shall further certify to the County that Agency Shop fees shall be used solely for purposes directly related to collective bargaining, contract administration or grievance administration should any nonmember object to the use of his or her payments for any purposes other than those stated above.

9. Should the County fail to provide the names of Employees in accordance with Paragraph 1, above, the Union reserves the right to grieve the County's failure to do so through the grievance and arbitration provisions of this collective bargaining agreement. Said grievance shall be governed by, and disposed through, the grievance and arbitration procedure contained in this collective bargaining agreement. In the event such grievance is submitted to arbitration, the arbitrator's authority to consider the grievance and award a remedy, if any, shall be limited to such authority which he or she possesses under this collective bargaining agreement, provided that in no event, shall the arbitrator compel the County to remedy its violation of Paragraph 7 herein other than by rendering an opinion and award directing the County to immediately provide the relevant names of newly hired Employees through the date of the opinion and award, and further directing the County to deduct such agency fees retroactive to the date of the Union's notice under Paragraph 8.



## ARTICLE V PLEDGE AGAINST DISCRIMINATION AND COERCION

1. A. The provisions of this Agreement shall be applied equally to all Employees, without discrimination as to age, sex, marital status, sexual orientation, perceived sexual orientation, disability, perceived disability, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All Employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.
- B. The County agrees not to interfere with the rights of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County, or by the County's representatives against any Employee because of Union membership.
2. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or by the Union's representatives against any Employee because of non-membership in the Union.

## ARTICLE VI UNION ACTIVITY VISITATION AND BULLETIN BOARD

1. A representative of the Union shall have reasonable access to the County for the purpose of conferring with management, delegates of the Union and/or Employees, and for the purpose of administering this collective bargaining agreement. A Union delegate shall notify his or her supervisor to be absent from his or her workstation for the purpose of conducting Union business. Permission to the Union delegate by the Supervisor shall not be unreasonably withheld. Notwithstanding this requirement, notice to the supervisor shall not be required in the case of an emergency. The delegate's attention to union business shall not unduly interfere with the normal operations of the department visited. In no event shall such delegate's attention to union business or visits be unreasonably prolonged.
2. A. The County will provide space on centrally located bulletin boards, which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size, or the equivalent.
- B. Materials to be posted on bulletin boards will be delivered to designated County officials by the Union, prior to the proposed posting. No materials will be posted that contain profane or obscene language, or which defame the County or its representatives or employees, or which are critical of or condemn the methods, policies, or practices of the County, except as they apply to Union negotiations.
- C. Materials to be posted will consist of the following:
  - I. Notices of Union meetings;
  - ii. Notices concerning official Union business, and
  - iii. Notices covering social and recreational events.
3. A. Leave will be granted to Union delegates to attend conventions and conferences, not to exceed thirty-five (35) days in the aggregate during years of the biennial conference, and not to exceed twenty days in interim years.

- B. The leave is to be used exclusively for participation in statewide Union conventions or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated, or for training programs for delegates and union officers, and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed, at least twenty-one (21) days in advance of the date or dates of such meeting.
4. The business representative of the Union may enter the county's premises at reasonable times during working hours to confer with County management, the Union delegate and/or unit Employees for the purpose of administering this collective bargaining agreement provided that such representative shall telephone the principal County director, division head or superintendent at the affected County office or facility to make mutually convenient arrangements for the visit. Access to the County's facilities for such purposes shall not be unreasonably denied.
5. The Union representative shall, for purposes of this Article, comply with the requirements contained in Article XXXI, Paragraph 2.
6. An Employee, grievant or Union delegate may be released from duty to speak with the Union representative at a time mutually convenient to the County, the Employee and the Union representative. Release of an Employee for these purposes shall not be unreasonably denied. All such meetings shall not be unduly prolonged.

## ARTICLE VII PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days, from the day of employment, excluding time lost for sickness and other leaves of absence.
2. Where a new Employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time on the job shall be counted as employment, for purposes of computing the probationary period.
3. During the foregoing probationary period, the County shall conduct periodic evaluations of probationary Employees. The contents and method of said evaluation shall be at the sole discretion of the County. In no event shall said evaluation be conducted on less than one occasion nor later than two weeks from the expiration of the Employee's probationary period.
4. Upon the conclusion of said evaluation, the County shall provide the probationary Employee with its conclusions resulting from the evaluation. At its discretion, the County shall provide the Employee with recommendations for improvement in his or her performance. The County's agreement to provide the foregoing information to the probationary Employee shall be intended to advise the Employee as to the status of her or his progress during the probationary period. The County's agreement to provide said information shall be for informational purposes only and shall not be deemed to create any right, promise, claim or entitlement to future employment, on the part of the probationary Employee, with the County.
5. Notwithstanding the conclusions contained in the foregoing evaluations) of the probationary Employee, the County retains the exclusive right, in its sole discretion, to terminate the employment of a probationary Employee at the conclusion of his or her probationary period.
6. The failure of the County to conduct the evaluation(s) set forth in Paragraph 3 of this Section, and/or provide the results of said evaluation in accordance with Paragraph 4 and/or a decision by the County to terminate the employment of a probationary Employee in accordance with Paragraph 5 shall not be subject to the grievance and arbitration

provisions of this Agreement. Probationary Employees shall be entitled to only such rights and remedies as are available under applicable New Jersey Civil Service Laws.

7. A. The County shall provide a probationary Employee with a copy of such written disciplinary notice(s) as may be issued involving said probationary Employee at the time such notice is issued. Such disciplinary actions shall not be subject to the grievance and arbitration provisions contained in Article XXXII and XXXIII of this Agreement.
- B. The Union shall be permitted to represent probationary Employees who have been in the employ of the County for a period of at least thirty (30) days.

## ARTICLE VIII SENIORITY

### 1. Definition

- A. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the County.
- B. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification, within the County, and in the Department.

### 2. Accrual

- A. An Employee's Seniority shall commence after the completion of his/her probationary period, and shall be retroactive to the date of his/her last hire.
- B. Bargaining unit seniority shall accrue during a continuous authorized leave of absence, without pay, up to one (1) year or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff, not to exceed the greater of one (1) year, or as provided for by Civil Service rules and regulations, if the Employee is recalled into employment; and during a sick leave.
- C. An Employee on layoff accrues no additional sick leave or vacation credits. When an Employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.
- D. Classification seniority shall accrue during the periods specified in subparagraph B, above, and during the time an Employee works in a specific job classification. For purposes of computing vacation entitlement, all part-time Employees shall accrue seniority as set forth in subparagraphs A, B and C above.

### 3. Loss of Seniority

An Employee's seniority shall be lost when he/she:

- A. Voluntarily-resigns.

- B. Is discharged for just cause.
  - C. Willfully exceeds an official leave of absence.
  - D. Is laid off for a period of one (1) year, or a period as provided for by Civil Service rules and regulations, whichever is greater.
  - E. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall, or within ten (10) days of the mailing, to last known address, unless the Employee has a valid reason for inability to respond.
4. Application
- A. Bargaining unit seniority shall apply to the computation and determination of eligibility for all benefits, where length of service is a factor, pursuant to this Agreement.
  - B. Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations, as herein provided.
5. Layoff
- A. The County will adhere to the NJ Department of Personnel Rules and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1.1, et. seq.
  - B. Permanent and provisional Employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing, by certified mail, to the Employee's home address of record.
- C.
- i. An Employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and to have resigned.
  - ii. An Employee, recalled to his former job classification, must report for reinstatement within the specified time limits, or be considered to have-resigned.

- iii. An Employee, recalled to a job classification with a lower salary rate than his previous job classification, may refuse such position, and remain eligible for recall.
6. Promotions
- A. Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of the promotional vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees, for a period of five (5) business days.
  - B. An Employee, who is promoted, shall upon promotion, receive an increase equal to the difference between his/her base salary and the minimum rate for the job, into which he/she is promoted, or of five (5%) percent of his/her current base salary, whichever is greater. (Prorated in the case of part-time Employees.)
  - C. An Employee, who is promoted, shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job, during the probationary period, he/she shall be returned to his/her former job, without loss of seniority or other benefits, except that if he/she is discharged, his/her rights shall be subject to Article XXX of this Agreement.
7. An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an Employee, who has resigned, is reinstated to work in any capacity within one (1) year thereafter, there shall be no break in continuous service.
8. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer. Employees desiring to respond to a vacancy notice posted by the Hudson County Personnel Office shall submit their application, in writing directly to the Personnel Office.
9. A Seniority List shall be available in all locations of work, so that an Employee may be able to check his/her seniority in classification, or with the County.

## ARTICLE IX LONGEVITY

1. The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program, which shall be:
  - A. For Employees with more than: five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum; (\$300.00 effective 1/1/02) and (\$400.00 effective 1/1/05);
  - B. For Employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400.00 per annum; (\$500.00 effective 1/1/02) and (\$600.00 effective 1/1/05);
  - C. For Employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum; (\$700.00 effective 1/1/02) and (\$800.00 effective 1/1/05);
  - D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum; (\$900.00 effective 1/1/02) and (\$1,000.00 effective 1/1/05);
  - E. For Employees with twenty-five (25) years of service - \$1,000.00 per annum; (\$1,100.00 effective 1/1/02) and (\$1,200.00 effective 1/1/05).
2. The Longevity program shall be implemented only for full-time Employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

## ARTICLE X WAGES AND MINIMUMS

1. Minimum Salaries
  - A. Minimum salaries for negotiating unit titles will be increased by the appropriate percentages noted below in Section 2 on July 1 in each year of this contract.
  - B. On July 1, 2001, all minimum salaries shall not be less than \$18,900.
  - C. If the County hires a new Employee above the minimum salary for the title in question, which the County may do, then the salary for every Employee in that specific job title will be increased to the level paid by the County to the new Employee.
  - D. All minimums shall be increased by the percentages listed below in 2A or the minimum, whichever is greater. Movement will take place on July 1st in year which years of service met.

	07/01/01	07/01/02	07/01/03	07/01/04	07/01/05
5yrs	19,358	19,939	20,537	21,256	22,000
10yrs	20,238	20,845	21,471	22,222	23,000
15yrs	21,998	22,658	23,338	24,155	25,000
20yrs	23,565	24,272	25,000	25,875	26,781
25yrs	25,000	25,750	26,522	27,451	28,412
30yrs	30,000	30,900	31,827	32,941	34,094

2. Salaries for Current Employees
  - A. Salaries for employees in the negotiating unit who were employed on the dates noted below shall increase as follows:
 

Effective July 1, 2001	3.00%
Effective July 1, 2002	3.00%
Effective July 1, 2003	3.00%
Effective July 1, 2004	3.50%
Effective July 1, 2005	3.50%

B The minimum rates and wage schedules for the County are contained in Stipulation I annexed hereto.

3. A. Salaries for current employees and newly-hired employees shall be paid biweekly on a two-week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of pay period. Subject to adjustment due to unpaid absences, biweekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current calendar year. Any negotiating unit employee who has not yet been subjected to a two-week salary hold-back and/or who does not receive his or her salary on a two-week lagging basis shall be subjected to a two-week salary hold-back effective immediately

B. Direct Deposit of Employees' checks will be established as soon as possible. When Direct Deposit has been established, the current system of providing early checks to evening and night shift Employees will be discontinued.

4. No Employee shall be hired below the minimum effective salary for his/her labor grade or classification.

5. Except in cases of emergency, Employees assigned to out of title work for more than five (5) days, in any calendar year, shall be paid an increase in pay for any subsequent out of title work. The increase shall be equal to the difference between his/her base salary and the minimum rate of the job, or five percent (5%) of the Employee's base salary, whichever is greater. If, and when, such Employee is returned to his/her former job, the Employee shall be paid the rate he/she formerly received for such job, plus any increases that may have occurred in the interim affecting such job.

6. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift and hazard pay, but shall exclude overtime and on call pay.

7. A. The County and the Union agree that Employees should be assigned work appropriate to, and within, their job classifications.

B. Employees assigned to out of title work shall be paid as provided above. Instances of out of title work identified by the Union and formally brought to the attention of the County shall be corrected immediately.

C. Any dispute as to whether the work is within the job classification of the Employee(s) involved shall be submitted directly to arbitration under the terms of the Grievance Procedure.

8. If possible, the County should list the social security number and/or name of the Employee on the check stub along with separate listings of base pay, overtime pay, and all other categories of pay.

9. Retroactivity shall only apply to those Employees on the payroll as of January 22, 2002, as well as to those Employees who retired or were on medical leave of absence from June 30, 2001 to January 22, 2002. Employees who were terminated for cause or who resigned not in good standing or in good standing between June 30, 2001 and January 22, 2002 shall not be entitled to benefits hereunder. At the conclusion of this contract, only employees on the active payroll or those who retired or are laid off will receive a retroactive payment if the next contract is not settled by July 1, 2006.

## ARTICLE XI HOURS

1. The regular workweek for all full-time Employees, except Communications Operators and Communications Operator Trainees, shall consist of the number of hours per week regularly worked by such Employee, as of July 1, 1982. The regular workweek for part-time Employees shall not exceed five (5) days. Such hours shall not exceed the hours specified in Stipulation IV annexed hereto.
2. A. Meal periods shall be one (1) hour, duration, unless by mutual agreement between the department head and the Employee the allotted time is decreased in order to shorten the Employee's working day by that amount of time; however, in no event shall the meal period be less than thirty (30) minutes.  
B. The time span during which the meal period will occur shall begin after the completion of the second hour and before the start of the sixth hour of the working day.  
C. Deviation from this schedule will be permitted when, in the judgment of the Employer, proper completion of a job task requires it or by mutual agreement between the department head and the Employee.
3. To the extent possible, the County shall continue its present practice of giving Employees on continuous operations every other weekend off. It is to be understood that staffing levels are subject to determination by the County and that changes in staffing levels could compel a change in the weekend scheduling arrangements.
4. The policies and past practices of the County with respect to rest periods and personal clean-up periods, on the date of the signing of 'this Agreement, shall be continued except that full-time Employees shall be entitled to no less than two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the County to each Employee. Employees who work a full half shift shall be entitled to no less than one (1) such fifteen (15) minute rest period.
5. Employees hired by the County on or after July 25, 1988 into positions covered under this contract shall be required to work forty (40) hours per week. For positions in which the current workweek is less than thirty-five (35) hours, the County shall increase the workweek by no more than five (5) hours.

6. The County may schedule, in its sole discretion, volunteers and those Employees hired after August 31, 1989 in the Parks Department, to a regular work week consisting of five (5) consecutive days, which may include Saturday and Sunday, at the straight time/regular rate of pay. Such schedules may be established by the County for the period April 1st through October 31st.

For the period November 1st through March 31st, such Employees shall be required to work every other weekend. Under no circumstances shall any such Employee, during the life of this agreement, be placed on a regular work schedule requiring the Employee to work more than every other weekend during the November 1 through March 31 period. In the event a Monday through Friday vacancy arises during the November 1" through March 31" period that the County intends to fill, the most senior Employee working every other weekend shall be selected to fill the vacancy absent special need. If the senior Employee declines, the next most senior Employee shall be selected.

## ARTICLE XII FLEX TIME

### 1. Work Schedule

- A. The County shall have the right to determine the regular work schedule of individual employees hired prior to January 9, 1998. Such a regular workday schedule shall be between the hours of 7:00 a.m. and 6:00 p.m. Employees shall be scheduled to receive at least two (2) consecutive days off duty unless the employee volunteers to accept a work schedule with non consecutive days off.
- B. The County shall have the right to determine the regular work schedule of individual employees hired after January 8, 1998. Such a regular work schedule may include consecutive workdays and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's workday/week. Employees shall be scheduled to receive at least two consecutive days off duty unless the employee volunteers to accept a work schedule with non-consecutive days off.
2. In the event the County exercises its discretion as set forth in Paragraph 1 herof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:
  - A. The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned to the designated schedule.
  - B. Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classification being assigned to the designated work shift.
  - C. Upon the hiring of a new employee in the job classification, said employee, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification. in the relevant department and/or unit.

D. Aside from the initial effect of a new hire into the department and/or unit provided for in subsection C.) above, there shall be no bumping with respect to work schedules.

E. The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

F. Notwithstanding the foregoing, work schedules in effect as of July 1, 1994, may be maintained without the need for the County to utilize the procedures in sub paragraphs A-F, above.

3. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular workday, provided that nothing herein shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of or need for supervision of the work force.

4. The County will undertake reasonable efforts to provide security measures for employees whose work schedule is changed.

5. The County shall provide notice to the Union and the affected employee at least thirty (30) calendar days prior to the implementation of a change in the work schedule. The County may change an employee's work schedule on less than thirty (30) calendar days' notice; however, in such an instance, the affected employee shall receive an extra personal day for that year only. An employee who is changed to a new work schedule and then returned to his/her original work schedule on less than thirty (30) calendar days' notice shall receive only one extra personal day to cover both the change to the new schedule and the return to the original schedule.

6. An employee may request a change in his or her work schedule. Permission to work the requested schedule shall be at the sole discretion of the County.

7. The County agrees to undertake reasonable efforts to ascertain the availability of parking for those employees whose schedule is changed.

8. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the change in the work schedule.



## ARTICLE XIII OVERTIME

### 1. A. MEADOWVIEW PSYCHIATRIC HOSPITAL EMPLOYEES

Employees assigned to Meadowview Psychiatric Hospital will be paid time and one half their regular rate of pay for all hours worked in excess of eight in a day and 80 in a 14-day period. Employees assigned to Meadowview Psychiatric Hospital who are scheduled to work less than 80 hours in a 14-day period will be paid their regular rate of pay for all hours worked in a day or 80 in a 14-day period. For purposes of this section meal periods are considered time worked. All hours worked less than eight in a day and 80 in a 14-day period will be paid at the regular rate of pay.

### B. ALL OTHER EMPLOYEES

Employees assigned to all other work locations will be paid time and one half their regular rate of pay for all hours worked in excess of 40 in a week and eight hours in a day. Employees assigned to all other work locations will be paid their regular rate of pay for all hours worked up to eight in a day or 40 in a week. For purposes of this section meal periods are considered time worked.

### C. CALCULATION OF TIME AND ONE HALF OVERTIME RATES

The employees' time and one-half overtime rate is calculated by dividing their annual salary by the annual number of non-overtime hours regularly worked. For example, an employee who is regularly scheduled to work 40 hours in a week (9:00am-5:00pm) works 2,080 hours in a year. An employee who regularly works 35 hours in a week (9:00am-4:00pm) works 1,820 hours in a year.

An employee's annual salary for purposes of calculating the overtime rate includes the following:

- base salary;
- differentials;
- longevity pay; and
- hazardous duty pay.

The value of meals provided to the employees by the County is not included in the employees' annual salary.

Time and one-half means that an employee earns 1-1/2 hours' pay for each hour of overtime worked.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, funeral leave days and sick leave days. Unpaid absences shall not be considered as time worked.

3. The County will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the County.

4. Employees will be paid double time for all hours worked in excess of 16 continuous hours. This means that an employee will receive two hours' pay for each hour of overtime worked.

5. Employees who have in the past received compensatory time instead of pay shall continue to do so, provided, that no Employee may accrue greater than 240 hours of compensatory time. Once an Employee has accrued 240 hours of compensatory time, he or she shall receive overtime compensation in the form of pay.

6. Employees assigned to snow removal duty shall be paid at the rate of one and one-half times their regular hourly rate of pay for the first eleven (11) hours of overtime, and two (2) times their regular hourly rate of pay for hours worked in excess of eleven (11) hours, i.e. from the twelfth (12th) hour forward.

Employees held overtime for snow removal shall continue to earn overtime pay until they are released from duty, even if such overtime work extends into the employee's normal hours of work. In such cases, the employees will not receive additional compensation for their normal hours of work. If an employee who has continued to earn overtime pay while working during his/her normal hours of work is released from duty before the end of his/her normal hours of work overtime pay will stop. Instead, the employee will be paid his or her regular rate of pay for each hour remaining in his/her normal hours of work.

## ARTICLE XIV SHIFTS AND SHIFT DIFFERENTIAL

1. It is agreed that Employees now receiving a shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operations differential for the duration of this Agreement. Further, Employees assigned to the Acute Unit at the Meadowview Hospital shall receive hazardous duty pay in the amount of \$250.00 per year, provided they continue to serve in such assignments.
2. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for requested transfer.
3. The shift differential payable to evening and night employees shall be 10%, with the exception of new hires as noted below.
  - A. Employees hired prior to July 1, 1998 shall receive a 10% shift differential.
  - B. All employees hired after July 1, 1998, shall receive a \$1500.00 shift differential.
4. If an employee works a shift differential eligible schedule for only a portion of a calendar year, the employee's shift differential shall be pro-rated accordingly.
5. The employee's entitlement to a shift differential, and the amount of the differential, shall be re-computed whenever the employee's work schedule is changed by the County.
6. Weekend Differentials
  - A. An employee whose regular schedule requires the employee to work at least one weekend per month shall receive a weekend differential at the rate of \$450 per calendar year.
  - B. An employee whose regular schedule requires the employee to work at least one weekend every two months shall receive a weekend differential at the rate of \$200 per calendar year.
- C. An employee whose regular schedule requires the employee to work at least one weekend day per month or per every two months, as the case may be, shall receive one half of the appropriate weekend differential under Paragraph A or B, above.
- D. If an employee works a weekend differential eligible schedule for only a portion of a calendar year, the employee's weekend differential shall be pro-rated accordingly. This pro-ration shall be in addition to the pro-rating described in Paragraph C, above.
- E. The employee's entitlement to a weekend differential, and the amount of the differential shall be re-computed whenever the Employee Work Schedule is changed by the County.
- F. There shall be no pyramiding of weekend differentials.
- G. Notwithstanding the above, effective August 5, 1995, Employees in the job title Bridge Operator/Bridge Attendant who regularly and customarily work the alternating work week schedule of 8:00 a.m. to 4:00 p.m. and 7:00 p.m. to 3:00 a.m., shall receive a shift differential of 5% of base salary. Only Bridge Operators/Bridge Attendants who regularly and customarily work the above alternating workweek schedule are eligible for the differential.

## ARTICLE XV HOLIDAYS

1. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, unless it is increased by the County.
2. Employees shall be entitled to the following paid holidays within each year:
  - New Year's Day
  - Martin Luther King, Jr.'s Birthday
  - Lincoln's Birthday
  - Washington's Birthday
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans' Day
  - Election Day
  - Thanksgiving Day
  - Christmas Day
3. A. Recognizing that the County, in some of its operations, works every day of the year and it is not possible for all Employees to be off on the same day, the County shall have the right to require an Employee to work on any of the holidays herein specified. However, the County agrees that, within the framework of the County's staffing needs and levels, holidays be matched, to the fullest extent possible, without imposing additional costs (overtime or new personnel) on the County, or unacceptable service or coverage levels on patients, as determined by the County.
- B. In the event an Employee is required to work on any of the legal holidays named in Section 2 above, he/she shall be paid one and one-half times his/her regular pay for all hours worked on the holiday, and shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the County.

- C. Employees shall be eligible for holiday pay under the following conditions:

- i. An Employee would have been scheduled to work on such a day, unless the Employee is on a day off, vacation, or sick leave.
  - ii. If a holiday is observed on an Employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday, within one (1) month of the date on which it occurred.
  - iii. The Employee worked his regular workday before the holiday, and the first regularly scheduled workday after the holiday.
4. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an Employee is compensated shall be regarded as hours worked.

## ARTICLE XVI VACATIONS

1. Employees hired January 1, 1979 and later who are covered by this Agreement shall be granted the vacation schedule below:
    - A. First (1st) year of employment - one (1) day per month;
    - B. Beginning the second (2nd) calendar year of employment through the fifth (5th) calendar year, twelve (12) working days;
    - C. Beginning the sixth (6th) calendar year through the fifteenth (15th) calendar year, fifteen (15) working days;
    - D. Beginning the sixteenth (16th) calendar year through the twenty-fourth (24th) calendar year, twenty (20) working days;
    - E. Employees employed by the County for 25 years or greater shall be entitled to the following schedule:
 

Years of Service	Working Days of Vacation
25	25
26	26
27	27
28	28
29	29
30 years or greater	30
- Please note that the abovementioned vacation allotments take place at the beginning of the calendar year.
3. Employees shall be entitled to use only two (2) weeks vacation during prime time in accordance with past practice.
  4. An Employee may use accrued vacation time as an emergency vacation when the Employee and Supervisor agree it is necessary.
  5. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the County. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

6. Unless good cause is shown, the County shall respond to the Employee's vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.
7. The vacation eligibility year shall be as heretofore based on the calendar year. If, during any part of the calendar year, an Employee reaches a new plateau, he/she will get the total vacation.
8. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year. However, vacation time not granted or not taken because of unavoidable circumstances shall accumulate for the next succeeding year only.
9. Vacation pay shall be based upon the Employee's regular pay.
10. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for Employees.
11. An Employee who has quit, or who has been discharged, or who has lost his/her seniority pursuant to the terms of Article VIII and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance on a pro-rated basis.

## ARTICLE XVII SICK LEAVE

### 1. Amount of Sick Leave

- A. New County Employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half working day if they begin on the 9th through the 23rd day of the month. Employees who begin work after the 23rd day of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, Employees shall be credited with one working day for each month of service.
- B. After the first calendar year of service, Employees shall receive fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.
- C. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of paid sick leave. For example, Employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.
- D. An Employee continues earning sick leave from the day of hire and as long as the Employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.
- E. Sick leave shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. An Employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year.
- G. Unused sick leave shall accumulate from year to year without limit.
- H. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

### 1. Employees who become ill after reporting to work and who return home

will not be charged with a paid sick day but instead will be paid their normal day's pay if they work at least four hours. Employees who leave work because of illness before working four hours will not be paid for the day but will be granted paid sick leave for the day. Employees who leave work because of illness before working four hours and who have no sick leave will be paid only for the hours worked that day. Effective July 1, 2004 this section will be replaced with "Employees who become ill after reporting to work will be paid for time worked and charged with sick leave for any time they leave work sick. Employees will be paid for hours worked that day."

### 2. Authorized Uses

#### A. Sick leave may be used by Employees who are unable to work because of:

- 1) Personal injury or illness not related to County employment;
  - 2) Exposure to contagious disease not related to County employment;
  - 3) Care, for a reasonable period of time, for a seriously ill member of the Employee's immediate family ("immediate family" means an Employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the Employee's household); or
  - 4) Death in the Employee's immediate family, for a reasonable period of time.
- B. Sick leave may not be used for any purpose other than those outlined in Section 2A of this Article.

### 3. Maternity/Paternity Needs

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

4. **Doctor's Notes**

In all instances, Employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must indicate that a medical problem exists and explicitly excuse the Employee from work on each day absent. Notes that merely indicate that the Employee visited a doctor are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the Employee is attending to a seriously ill immediate family member. In that situation, the Employee may be required to supply a note from the immediate family member's doctor indicating the medical condition requires the Employee's absence from work each day the Employee was absent. Failure to submit required doctor's notes prior to the start of the next scheduled workday may result in denial of paid sick leave and may also result in discipline action up to and including discharge.

5. **Sick Leave Abuse**

Abuse of sick leave or chronic or excessive absenteeism will result in discipline action up to and including discharge. Abuse includes using sick leave when the Employee is not ill. Examples of chronic or excessive absenteeism include situations where Employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

6. **Unearned Sick Leave**

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an Employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the Employee utilized more sick leave prior to termination of employment than his or her prorated entitlement, the amount of excess sick leave utilized shall be deducted from the Employee's last paycheck or otherwise reimbursed to the County.

7. **Sick Leave Call-In Procedure**

- A. An Employee on a rotating shift or who is assigned to work in a continuous work location who is absent due to illness or injury must notify a supervisor or his/her designee at least sixty (60) minutes prior to the start of the Employee's regularly scheduled workday.

- B. An Employee on a non-rotating shift or in a non-continuous operation work location who is absent due to illness or injury must notify a supervisor or his/her designee no later than fifteen (15) minutes after the start of the Employee's regularly scheduled workday.

- C. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to disciplinary action.

- D. The only exception to this call-in procedure is when an Employee establishes that he or she could not call in because of unusual or emergent circumstances.

8. **Return to Duty Examination**

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the Employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the Employee is able to perform job-related functions without posing a direct threat to the health or safety of the Employee or of other individuals in the workplace.

## ARTICLE XVIII PERSONAL DAYS

1. Each Employee in the bargaining unit shall be entitled to two (2) paid personal days. Employees shall receive one additional personal day per year, for a total of three (3) per year after five (5) years of employment with the County.
2. Requests for personal days shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the Employee's immediate Supervisor. Personal days may be granted on short notice in the event of an emergency.
3. New- Employees must be in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.
4. Personal days must be used within the twelve (12) calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

## ARTICLE XIX PAID LEAVE

Employees shall be entitled to paid leave as follows:

1. Funeral Leave
  - A. An individual shall be given three (3) days with pay as funeral leave, for a death in the Employee's immediate family.
  - B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchild, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, grandparent.
  - C. An Employee shall be entitled to one (1) day of pay in the event of the death of the Employee's aunt or uncle. The leave shall be granted only for the day of the funeral. This Section is deleted effective July 1, 2003.
  - D. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time, with or without pay, shall at the sole discretion of the County.
  - E. Funeral leave shall be defined as leave granted for bereavement purposes, and its use for any other purpose is prohibited.
2. Jury Duty
  - A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously handicap a patient's care or impair, in any way, the operation of his/her position, the Employee shall be expected to serve.
  - B. Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.
  - C. The Employee will receive pay during the period of jury service, equal to his/her regular wages. A statement of jury earnings and time served must be supplied by the Employee to the County to allow verification of same.

D. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such Employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift.

## ARTICLE XX UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Childbirth Leave.** 1) Childbirth leave without pay for a period of not more than one (1) year may be granted to any Employee for the birth or adoption of a child; and 2) This article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the NJ Family Leave Act, N.J.S.A. 34:113-1 et. seq.
2. **Military Leave.** Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.
3. **Union Business.** A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union. The number of Employees granted leave under this provision shall be reasonable.
4. **Three (3) members of the Union, selected by the Union to participate in any other Union activity may be granted a leave of absence, without pay, at the request of the Union, for a period not to exceed one (1) month.**
5. **Other Leaves.** Leaves of absence without pay for other reasons will not be unreasonably denied by the County.
6. **While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay or to accrue sick leave time, except as provided in Article VIII, XV, and/or XVII. When an Employee returns to work following an involuntary leave of absence or voluntary leave of thirty (30) days or less, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence of more than thirty (30) days will be reinstated to his/her former job or a similar position within the same classification.**



## ARTICLE XXI RETIREMENT ALLOWANCE

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.
2. Upon retirement, an Employee shall receive a cash payment calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one Employee shall be five thousand dollars (\$5,000.00), effective for retirements occurring after January 1, 1990. Effective January 1, 2002 the maximum retirement allowance is increased to ten thousand dollars (\$10,000.00) calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave.
3. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an Employee retires but dies prior to the payment of retirement leave, the County shall pay the Employee's estate the retirement leave pay.

## ARTICLE XXII INSURANCE

1. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect unless the County and the Union mutually agree to any change.
2. Effective May 13, 1993, the prescription drug program co-payment is \$5.00 for non-generic drugs and \$1.00 for generic drugs.
3. The County shall continue the basic County dental program, which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. The County basic dental program shall be provided for the Employee, family and spouse. The County and Union shall cooperate to secure State approval for the implementation of an Employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County, if implemented, the County will exert its best efforts to assure that Employee payments for the dental upgrade are treated as pre-tax income.
4. The County shall continue its present life insurance program benefit level of \$5,000.00.
5. A. The parties agree that the County shall have the unilateral right to select the insurance carrier, the program and/or to self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self-insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.  
B. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over any such changes. However, as a participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this agreement will be adjusted to reflect the change. The County will not be liable for any such change or the impact of any such change. In addition no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee of the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such changes to the Union and employees.

6. The County shall pay the costs of medical insurance coverage as defined above, for Employees who retire with at least twenty-five (25) years of credited service in a state or locally administered retirement system, excepting Employees who elect deferred retirement, but including Employees who retire on a disability pension based on fewer years of service.

7. Insurance Review Committee. The Union agrees to participate in an insurance review committee made up of a representative of each Union to review the possibility of changing health and medical insurance during the term of this Agreement.

### ARTICLE XXIII SAFETY AND HEALTH COMMITTEE

The County shall create a multiple-Union safety and health committee consisting of representatives of all non-uniformed bargaining units.

## ARTICLE XXIV WORKERS COMPENSATION

1. Employees who cannot work due to job-related injury or illness are eligible for workers' compensation. Absences attributable to job-related illness or injury are not charged to sick leave. Employees so affected will be paid 100% of his/her base biweekly salary for the first seven days of a job-related injury or illness. Effective the eight day employee will receive 70% of his/her base biweekly salary up to a maximum payment established by the Workers' Compensation statute.
2. In order to be eligible for Workers' Compensation benefits an injured or ill employee must within 14 days of the occurrence of the injury or illness report the injury or illness to his her supervisor who will submit a written report.
3. The County employs the services of a Third Party Administrator (TPA) to process Workers' Compensation Claims. The County has authorized the TPA to designate appropriate doctors, surgeons and hospitals and/or other medical providers for the treatment of job related injuries or illnesses. If an employee utilizes any medical provider without the County's prior written authorization, the County will not be liable for payment of bills, and medical insurance may not pay for that treatment.
4. In cases of emergencies requiring immediate medical treatment, employees may be treated at the nearest medical facility.
5. Failure to follow these procedures will result in delay or forfeiture of benefits and may result in the imposition of discipline.

## ARTICLE XXV PENSION

1. Employees shall continue to receive pensions and retirement pursuant to the provisions of State law and local ordinances.
2. The County and Union agree to establish a Pension Committee, consisting of five (5) Union and five (5) County representatives, to gather the facts regarding pensions for County Employees, and especially for those Employees who have no pension coverage at all.

## ARTICLE XXVI DISABILITY

The County shall, as of January 1, 1984, establish a Disability Plan, covering all Employees, which shall be the New Jersey Disability Compensation Plan, for which the Employee and the County are required to make equal payments.

## ARTICLE XXVII UNIFORMS

The County agrees to continue supplying uniforms to all Employees who are now receiving them from the County.

1. The County should establish immediately a system for ordering and distributing uniforms to assure the availability of the proper size and quantity of uniforms for all eligible Employees. Any failure to comply with the terms of this provision shall be submitted to the contractual grievance and arbitration procedure.

2. The County shall provide steel tipped work boots to outside working Road Department and Parks Department Employees, at no cost to the Employee, from a vendor of the County's choosing. In addition, Road Department Employees shall be provided with water-resistant boots at no cost to the Road Department Employee. Said work shoes or boots shall be replaced at the County's expense on an as-needed basis upon the approval of the County. The County shall provide a uniform for each Parks Department Employee consisting of pants, long and short-sleeved shirts. The County shall also make raincoats available to Parks Department Employees to utilize while on duty if needed.

3. It is the policy of the County that the guidelines for uniforms or other clothing items purchased by voucher or allowance by County employees shall require that the uniforms or other clothing items be made in the USA, unless an USA manufactured item is unavailable. These guidelines shall also incorporate the labor practices in Section B)-3. Uniforms apparel or other clothing items whose providers, manufacturers or subcontractors fail to adhere to these practices shall be deemed unacceptable under the uniform or other clothing guidelines established for any voucher or uniform allowance system.

4. Each Park Attendant and Groundskeeper Driver assigned to the Division of Parks will receive an annual \$15.00 stipend toward the purchase of gloves that meet appropriate state occupational safety and health standards. Such employees are obligated to wear the gloves when performing tasks that require such protection. Payment will be made on or about the first pay in March.

5. The County will supply a rain slicker in each Transcend vehicle. The slicker is the property of the County of Hudson and must remain with the vehicle after the end of the drivers shift.

## ARTICLE XXVIII MANAGEMENT RIGHTS

1. Except as this Agreement otherwise specifically provides, the County retains the exclusive right to hire, direct, assign and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of Paragraph 4 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other change in the working force; to hire and lay off Employees; to promulgate rules and regulations and enforce same; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out, in addition, the ordinary and customary functions of management.

2. The Union, on behalf of the Employees, agrees to cooperate with the County to attain and maintain full efficiency in its operations, and maximum patient care, and the County agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. There shall be no individual agreements between Employees and the County. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

4. A. If, during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by Employees covered by this Agreement, Employees affected will be given every priority available to continue their employment within their classification, or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

C. If the County decides to subcontract or sell a service, it will provide the Union with thirty (30) days notice prior to submitting a layoff plan to the Department of Personnel.

5. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission, to do the following:

To make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall be in anyway subject to the Grievance Procedure herein set forth.

## ARTICLE XXIX RESIGNATION

1. An Employee who resigns shall give the County at least ten (10) working days' advance notice.
2. An Employee who gives notice of resignation as provided above or whose employment is terminated shall be entitled to receive pro-rated payment for unused vacation time accrued on the effective date of the resignation or termination.
3. In case of death of an Employee, unused vacation entitlement shall be paid to the deceased Employee's estate.

## ARTICLE XXX DISCHARGE AND PENALTIES

1. The County shall have the right to discharge, suspend or discipline any Employee for cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure to the extent permitted by law.
2. The County will notify the Union, in writing, of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the County no later than fifteen (15) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, to the extent permitted by law, however, commencing at Step 3 of the grievance machinery.
3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.
4. **Provisional Employees**

Bargaining unit Employees who hold "provisional" status under Civil Service law and are hired after the date this Agreement becomes effective may be terminated by the County at will, and with no recourse to the contractual grievance and arbitration procedure, during their first six months of employment. Such Employees may process any disciplinary action taken against them other than termination under the contractual grievance and arbitration procedure to the extent permitted by law. Such Employees shall accrue seniority from their date of hire.

## ARTICLE XXXI NO STRIKE OR LOCKOUT

1. No Employee or Employees shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County.
2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County, or ratify, condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union within twenty four (24) hours of a request by the County, shall:
  - A. Publicly disavow such action by the Employees.
  - B. Advise the County in writing that such action by the Employees has not been called or sanctioned by the Union.
  - C. Notify Employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.
  - D. Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such Employees to cease such action and return to work immediately.
4. The County agrees that it will not lock out Employees during the term of this Agreement.

## ARTICLE XXXII GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

### Step 1:

Within fifteen (15) days, time (except as provided in Article XXXX), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with the Employee's immediate supervisor. The County shall give its answer to the Employee and his/her Union delegate or other representative within five(5) working days after the presentation of the grievance to Step 1.

### Step 2:

If the grievance is not settled in Step 1, the grievance shall, within five (5) working days after the answer in Step 1, be presented to Step 2. When grievances are presented to Step 2, they shall be reduced to writing, signed by the grievant or his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance shall be submitted on the grievance form developed by the Union. A grievance so presented to Step 2 shall be answered by the County, in writing, within five (5) working days after its presentation.

### Step 3:

If the grievance is not settled in Step 2, the grievance shall, within five (5) working days after the answer in Step 2, be presented to Step 3. A grievance shall be submitted in this Step to the Personnel Director or County Executive, or his/her designee, in writing, within ten (10) working days after the presentation of the grievance to this Step.

Failure on the part of the County to answer a grievance at any Step shall be deemed a denial and permit the Union to proceed to the next Step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXXX, Paragraph 2.

Without waiving its statutory rights, the County may submit a grievance directly to Step 3 by notice in writing addressed to the Union, at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.
4. A grievance which affects a substantial number or class of Employees, and which the County representative, designated in Steps 1 and 2, lacks authority to settle, may initially be presented to Step 3 by the Union representative.
5. Nothing herein shall prevent any Employee from processing his/her own grievance, provided a Union representative may be present at any hearing on the individual's grievance.
6. If an Employee grieves any assignment, directive, rule, regulation or management determination which affects him, he shall obey the assignment, directive, rule, regulation or management determination until a final decision has been made regarding the grievance, except where an imminent threat to the grievant's safety or health exists.

## ARTICLE XXXIII ARBITRATION

1. A grievance, as defined in Article XXXII, which has not been resolved thereunder may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the County, or the Union, to an arbitrator selected from the list of Arbitrators. (Schedule A attached to this Agreement). The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission (PERC) in effect at the time. Matters for which an appeal mechanism is prescribed by law to the Civil Service Commission shall not be submitted to arbitration.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.
3. The award of an arbitrator hereunder shall be final and binding upon the County, the Union and Employees.
4. The arbitrator shall have jurisdiction only over disputes arising out of the grievances, as defined in Section I of Article XXXII and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.
5. A grievance contesting a discharge may, within fifteen (15) working days after completion of Step 3 of the grievance procedure be referred for arbitration to an arbitrator listed on Schedule A annexed hereto for the duration of the Agreement.
6. All matters to be submitted to arbitration shall be submitted to one of the arbitrators listed on Schedule A annexed hereto. The parties shall appoint an arbitrator in strict rotation order at the time of submission to arbitration. In the case of a discharge, if an arbitrator so appointed is unable to hold a hearing in a particular case for any reason within one (1) month from the date of his/her appointment, the party moving for the arbitration shall have the right to appoint the arbitrator next in rotation, and so on.

In the event of a vacancy on the panel, the parties shall expedite the selection of an arbitrator to fill the vacancy or vacancies. If, at the expiration of the term of the panel of arbitrators, the parties are unable to reach agreement as to arbitrators to serve thereafter, the parties shall select such arbitrators by each submitting a list of ten (10) names, and in turn, striking such names until five (5) names remain.



## ARTICLE XXXIV EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of the Agreement shall continue in full force and effect.

## ARTICLE XXXV MISCELLANEOUS

Retroactivity under this contract shall only apply to those Employees on the payroll as of January 22, 2002, as well as to those who retired or were on medical leave of absence from June 30, 2001 to January 22, 2002. Employees who were terminated for cause or who resigned not-in-good standing or in good standing between June 30, 2001 and January 22, 2002 shall not be entitled to benefits hereunder.

**ARTICLE XXXVI  
PAST PRACTICES**

Any past practice not identified in this Agreement shall be deemed waived by the parties and no longer binding.

**ARTICLE XXXVII  
CLAIMS ADJUSTMENT**

1. Where an Employee's personal property is damaged or lost as a result of an incident arising out of or incidental to the lawful performance of his or her duties, the County shall reimburse the Employee for the replacement value of the property, except as follows:

- A. The County shall only be liable for loss or damage to jewelry or watches up to \$100.00.

2. A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

3. At the County's option, an Employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the Employee for the lowest estimated value of the claim.

4. Employees who receive full or partial reimbursement from a third party, including insurance, for claim paid pursuant to this Article, must reimburse the County for any amount of money received from the third party.

## ARTICLE XXXVIII CONTINUING EDUCATION COMMITTEE

1. The Union and County agree to establish a Continuing Education Committee to review and recommend possible non-degree programs that lead to job-related certifications. The Committee will consist of two Union representatives and two County representatives. The Committee by majority vote, may submit recommendations to the County Director of Personnel, who will consult with affected departments and will make a decision to approve or reject the recommended certification program. Decisions regarding approval/rejection of certification programs are not subject to the grievance procedure of this Agreement.

2. Once approved, the certification program will be posted to solicit applications from interested permanent employees. The County will select candidates based on a number of factors, including the number of certified employees that are needed and the number of current employees already certified.

3. Subject to staffing needs, employees selected to attend certification training will be released from duty with pay to attend training that occurs during the employees' normal hours of work. The County will also pay the cost of the certification training, including tuition and books. Employees who successfully complete the training and earn certification will receive a stipend added to their annual base salaries on the basis of \$13.34 for each course hour of a training program. For example, an employee who successfully completes a 60-hour certification program will have a stipend of \$800 added to his/her annual base salary. An employee who successfully completes a 100-hour certificate program will have a stipend of \$1,334 added to his/her annual base salary.

4. The stipend noted above will be added to the employee's annual base salary provided the employee maintains the required certification. Proof of a current certification must be submitted to the employee's Department Director, or designee, prior to December 1st to ensure payment in the next calendar year. Failure to maintain a current certification will result in deletion of the stipend from the annual base salary.

5. All employees participating in the certification program must remain in the employ of the County in a title for which the certification is relevant. In addition, following successful completion of the certification program, employees must remain in the employ of the County in a title

for which the certification is relevant for a period of two years commencing from the date of the certification. Any breach of this provision will result in full restitution by the employee to the County for all costs associated with the certification, including tuition, books and any stipends awarded. In addition, withdrawal from a program prior to completion, except for reasons of health, family crisis or other sufficient cause, shall also result in full restitution by the employee to the County for all costs associated with the certification as noted above.

## ARTICLE XXXIX

### COMMUNICATIONS OPERATOR AND COMMUNICATIONS OPERATOR TRAINEE

The provisions of this Article apply only to individuals employed in a Communications Operator position or Communications Operator Trainee position. The provisions of this Article supersede any provisions of this Agreement that conflict with the provisions of this Article.

1. The regular workday for Communications Operators and Communications Operator Trainees shall consist of 7.75 hours of work time, inclusive of two 15-minute break periods. The work schedule shall be determined by the County. The County reserves the right to alter any Communications Operator's or Communications Operator Trainee's work schedule to meet operational needs. In no case will the County assign any Employee to a work schedule involving more than 38.75 hours of work time per week.
2. Each Communications Operator and Communications Operator Trainee shall receive a half-hour, duty-free lunch period each work day, in addition to their 7.75 hours of work time. The duty-free lunch period shall not be considered work time.
3. Employees shall receive overtime compensation for all time worked in excess of their regular work schedules. Time worked in excess of the regular work schedule, but not in excess of 38.75 hours in a given week, shall be compensated at straight time rates. Time worked in excess of the regular work schedule and in excess of 38.75 hours in a given week shall be compensated at the rate of time and one-half. "Time worked" shall include all hours actually worked, plus all authorized vacation leave, jury duty leave, funeral leave and sick leave. Unpaid leaves shall not be considered "time worked." The paid, duty-free lunch period shall not be considered "time worked" unless the Employee is authorized to work during the lunch period, in which case, only the time actually worked during the lunch period shall be considered "time worked."
4. A "week" shall be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.
5. Each Employee's daily half-hour, duty-free lunch period and two 15-minute breaks will be scheduled by the County, with one break occurring before the lunch period and one break occurring after.

6. In cases of scheduled overtime, or when the County has more than one hour prior notice of the need for overtime work, qualified Employees will be afforded the opportunity to volunteer for the overtime work. Qualified Employees will be offered the opportunity for overtime work in decreasing order of seniority.

7. When the County has prior notice of one hour or less of the need for overtime work, or in any situation in which the County is unable to obtain the required number of volunteers, mandatory overtime shall be assigned as follows:

- i. Qualified Employees on the shift scheduled to go off duty shall be retained, in increasing order of seniority;
- ii. If additional qualified Employees are still required, qualified Employees normally assigned to other shifts will be called in, in increasing order of seniority.

8. Seniority rotation for voluntary and mandatory overtime will be continuous; that is, rotation on the seniority list will commence at the point reached during the previous overtime opportunity or assignment.
9. Notwithstanding the foregoing, the County reserves the right to make overtime assignments without regard to seniority when warranted, in the County's judgment, by the need for special skills, qualifications or experience, by training considerations, or by other special circumstances.

10. The current work shifts are:

Day	7:45 a.m. to 4:00 p.m.
Evening	3:45 p.m. to 12:00 midnight
Night	11:45 p.m. to 8:00 a.m.

Each shift includes a half-hour, paid, duty-free lunch period. These shifts are subject to change at the Employer's sole discretion.

11. During each Employee's first twelve months of employment, he or she may be assigned to a rotating work shift. The County shall determine, in its sole discretion, when such rotating shifts shall commence, how the rotating shifts shall be implemented, and what the specific rotating shift of each Employee shall be. After completion of twelve months of employment, the Employee will be assigned to a regular, non-rotating shift. The County shall determine, in its discretion, the non-rotating shift to which the Employee will be assigned; provided, however, that

## ARTICLE XL RE-OPENER

seniority will govern shift selection among Employees if the County determines that the Employee's experience, qualifications and abilities are equal. The County reserves the right to reassign Employees from shift to shift in its discretion.

12. A. Employees assigned to rotating work shifts, and Employees assigned to regular, non-rotating evening and night shifts, shall receive a weekly shift differential equal to ten percent (10%) of their weekly base salary. If an employee is assigned to any shift for only a portion of a week, the weekly shift differential shall be prorated accordingly. A "week" shall be defined as set forth in Paragraph 4, above.

B. Each Employee shall receive an annual weekend differential at the rate of \$450 per calendar year. If an Employee is employed as a Communications Operator or Communications Operator Trainee, for only a portion of a calendar year, the annual weekend differential shall be prorated accordingly.

13. Employees must notify the County of an anticipated absence from work at least one hour prior to the start of the work day. Failure to provide such notice will result in loss of pay for the work day, and may result in disciplinary action.

14. Employees called into duty during off duty hours to work mandatory overtime under Paragraph 7(ii) above, will receive a minimum of four hours' overtime compensation. The rate of pay for such overtime compensation (straight time and one-half) shall be determined in accordance with Paragraph 3, above.

The County and the Union agree to reopen negotiations in the event the County reaches an understanding with AFSCME Locals 1697 and 2306 during the term of this renewal agreement, providing for a wage increase or a health benefit change greater than those negotiated under this Memorandum of Agreement. In such case, the reopening of negotiations shall be limited to considering wages and health benefits only.

ARTICLE XLI  
USE OF PERSONAL AUTOMOBILES FOR COUNTY  
BUSINESS

Section A:

Employees who are authorized by their supervisors to use their personal vehicles to perform the County work will receive \$.28 per mile for the use of their vehicle. The reimbursement paid pursuant to this Article reflects the total cost incurred in the use of the personal vehicle, including fuel, insurance and wear and tear, but excluding tolls and parking expenses. The reimbursement will be paid to the employee provided the employee provides timely submission of an appropriate request for payment accompanied by any receipts. Prior to operating a private vehicle to perform County work, the employee must provide proof of current insurance on the vehicle and a valid drivers license.

Section B:

The County will reimburse the employee for any loss incurred as a direct result of the lawful use of a personal vehicle to perform authorized County work. However, the employee must first exhaust all other insurance that covers the employee or the vehicle. Claims based upon fraud, malice, willful misconduct or intentional wrongdoing will not be covered. Employees are obligated to notify their supervisor in case of an accident.


ARTICLE XLII  
EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2001 and shall continue and remain in full force and effect to, and including, June 30, 2006, when it shall expire, unless an extension is agreed to by both parties, and expressed in writing, prior to such date. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the Union and the County have executed this Agreement, this 25th day of January, 2002.

DISTRICT 1199J,  
NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO

NATIONAL UNION OF  
HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME,  
AFL-CIO

By:   
HUDSON COUNTY EXECUTIVE

By: 

By:   
Thomas A. DeGise

# APPENDIX A WAGE RATES

## JUVENILE DETENTION OFFICERS

6/30/01	7/1/01	7/1/02	7/1/03	7/1/04	7/1/05
32,814 (2)	33,798 (2)	34,812 (3)	35,857 (3)	37,112 (3)	38,411 (3)
31,868 (1)	32,824 (1)				
31,271 (2)	32,209 (2)	33,175 (2)	34,170 (3)	35,366 (3)	36,604 (3)
29,610 (1)	30,488 (1)	31,413 (1)		33,488 (3)	34,661 (3)
28,022 (1)	28,862 (1)	29,729 (1)	30,620 (3)		
27,201 (1)	28,017 (2)	28,858 (2)			
27,171 (1)					
26,401 (9)	27,193 (10)	28,008 (10)	28,849 (10)	29,859 (26)	30,904 (26)
26,060 (1)					
25,572 (1)	26,339 (16)	27,129 (16)	27,943 (16)		
25,557 (5)					
25,322 (10)					
24,819 (1)	25,667 (29)	26,437 (44)	27,230 (44)	28,163 (44)	29,168 (44)
24,842 (28)					
24,609 (15)	25,347 (15)				
					26,701
				25,798	26,513
			24,926	25,616	26,185
		24,200	24,750	25,300	25,850
	22,000 (New Hires as of 07/01/02)	22,500	23,000	23,500	24,000

(#) = # of JDO's @ each salary level.

## ATTACHMENT E JUVENILE DETENTION OFFICERS

Appendix A reflects the new base salaries (6/3%) incorporating the employee's base salary plus all differential, bonuses, extra-duty pay, stipends or compensation, except longevity, shift differential and training stipend.

Effective upon ratification, longevity, shift differential and training stipends will be paid separately.

Further, effective upon ratification, all roll-call bonuses, extra duty pay, all other differential and additional compensation not specifically excluded shall no longer be paid.

The new base salaries shall then be increased pursuant to the stated increases for each year effective July 1, 2001.

This salary structure expires on June 30, 2006. No movement to another salary will take place after that date unless such movement is negotiated by the parties in a successor agreement.

The parties agree that Juvenile Detention Officers work a schedule based on a 14-day regularly recurring work period, consisting of two repeating patterns 8-1/4 hour work days and two scheduled days off. It is understood and agreed that this schedule constitutes a regular recurring work period of 14 days duration within the meaning of Section 7(??) Of the Fair Labor Standards Act.

The parties further agree that JDO's will be paid time and one-half their regular rate of pay for all hours worked in excess of 8-1/4 hours in a work day or 82-1/2 hours in a 14 day work period. This is a contractual threshold that the parties have agreed to separate and apart from any FLSA requirement.

# STIPULATION I

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Account Clerk	19,845	20,440	21,053	21,790	22,553
Account Clerk - Finance & Administration	21,000	21,630	22,279	23,059	23,866
Account Clerk Typing	20,837	21,462	22,106	22,880	23,680
Account Clerk Typing - Finance & Administration	22,050	22,712	23,393	24,212	25,060
Administrative Clerk	19,504	20,089	20,692	21,416	22,166
Administrative Secretary	19,746	20,338	20,948	21,681	22,440
Administrative Records Officer	23,856	24,572	25,309	26,195	27,112
Admitting Clerk	18,540	19,096	19,669	20,357	21,070
Advertising & Sales Clerk	18,540	19,096	19,669	20,357	21,070
Agency Aide	18,540	19,096	19,669	20,357	21,070
Alcohol Counselor Trainee	18,540	19,096	19,669	20,357	21,070
Assistant Cook	18,540	19,096	19,669	20,357	21,070
Assistant Coordinator of Volunteers	18,540	19,096	19,669	20,357	21,070
Barber	19,440	20,023	20,624	21,346	22,093
Book Repairer	18,540	19,096	19,669	20,357	21,070
Bridge Attendant	18,540	19,096	19,669	20,357	21,070
Bridge Operator	19,440	20,023	20,624	21,346	22,093
Building Maintenance Inspector	18,540	19,096	19,669	20,357	21,070
Building Maintenance Worker - Full Time	18,540	19,096	19,669	20,357	21,070
Building Service Worker - Full Time	18,540	19,096	19,669	20,357	21,070
Building Service Worker/Seamstress	18,540	19,096	19,669	20,357	21,070
Canteen Clerk	18,540	19,096	19,669	20,357	21,070
Cardio-Respiratory Technician	20,301	20,901	21,528	22,282	23,061
Cashier	19,440	20,023	20,624	21,346	22,093
Central Supply Aide	18,540	19,096	19,669	20,357	21,070
Chauffeur	19,440	20,023	20,624	21,346	22,093
Children's Supervisor	19,956	20,555	21,172	21,913	22,680
Clerk - Full Time	18,900	19,467	20,051	20,753	21,479
Clerk - Bilingual	19,845	20,440	21,053	21,790	22,553
Clerk Data Processing	18,540	19,096	19,669	20,357	21,070
Clerk Driver	18,540	19,096	19,669	20,357	21,070
Clerk Stenographer - Full Time	19,845	20,440	21,053	21,790	22,553
Clerk Transcriber	18,540	19,096	19,669	20,357	21,070
Clerk Typist - Full Time	19,845	20,440	21,053	21,790	22,553

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Clerk Typist - Full Time - Finance & Administration	21,000	21,630	22,279	23,059	23,866
Clerk Typist - Bilingual	20,837	21,462	22,106	22,880	23,680
Clerk Typist - Bilingual - Finance & Administration	22,050	22,712	23,393	24,212	25,060
Clinic Attendant	18,540	19,096	19,669	20,357	21,070
Communications Operator	19,505	20,090	20,693	21,418	22,168
Communications Operator - Trainee	18,540	19,096	19,669	20,357	21,070
Construction & Road Inspector	20,301	20,910	21,537	22,291	23,071
Construction Inspector	20,301	20,910	21,537	22,291	23,071
Cook	22,309	22,978	23,667	24,496	25,353
Data Control Clerk	19,097	19,670	20,260	20,969	21,703
Data Control Clerk - Data Processing	19,097	19,670	20,260	20,969	21,703
Data Entry Machine Operator	19,097	19,670	20,260	20,969	21,703
Data Entry Machine Operator Keypunch	18,540	19,096	19,669	20,357	21,070
Data Processing Technician	20,005	20,605	21,223	21,966	22,735
Delivery Worker	18,540	19,096	19,669	20,357	21,070
Delivery Worker w/CDL	23,953	24,672	25,412	26,302	27,222
Dental Assistant	19,097	19,673	20,263	20,972	21,706
Dietician Helper	18,540	19,096	19,669	20,357	21,070
Drafting Technician	20,301	20,910	21,537	22,291	23,071
Elections Clerk Typing	18,540	19,096	19,669	20,357	21,070
Electrocardiograph Technician	21,215	21,852	22,508	23,286	24,111
Elevator Operator Security	18,540	19,096	19,669	20,357	21,070
Elevator Operator	18,540	19,096	19,669	20,357	21,070
Elevator Starter	18,540	19,096	19,669	20,357	21,070
Engineering Aide	18,540	19,096	19,669	20,357	21,070
Environmental Therapy Aide	18,540	19,096	19,669	20,357	21,070
Equipment Operator/CDL	26,249	27,036	27,847	28,822	29,830
Equipment Operator	19,440	20,023	20,624	21,346	22,093
Field Representative/Board of Elections	19,775	20,368	20,979	21,713	22,473
Field Representative/Narcotics Education	20,610	21,228	21,865	22,630	23,422
Field Representative/Senior Citizens Program	26,523	27,319	28,139	29,123	30,143
Fire Prevention Specialist	20,628	21,247	21,884	22,650	23,443
Food Service Worker - Full Time	18,540	19,096	19,669	20,357	21,070
Garage Attendant	18,540	19,096	19,669	20,357	21,070
Groundskeeper	18,540	19,096	19,669	20,357	21,070
Groundskeeper Driver	19,440	20,023	20,624	21,346	22,093



JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Handdresser	19,440	20,023	20,624	21,346	22,093
Heavy Equipment Operator	22,027	22,668	23,369	24,187	25,033
Hospital Attendant - Full Time	18,540	19,096	19,669	20,357	21,070
Hospital Credit Investigator	19,097	19,670	20,260	20,969	21,703
Identification Clerk	18,540	19,096	19,669	20,357	21,070
Index Clerk	18,540	19,096	19,669	20,357	21,070
Inspector/Mosquito Examination	18,540	19,096	19,669	20,357	21,070
Investigator/Consumer Protection	21,680	22,330	23,000	23,805	24,638
Investigator/Medical Examiner	25,015	25,765	26,538	27,467	28,428
Juvenile Detention Officer	22,000	22,500	23,000	23,500	24,000
Juvenile Processing Officer	18,540	19,096	19,669	20,357	21,070
Laboratory Aide	18,540	19,096	19,669	20,357	21,070
Laboratory Technician	20,301	20,910	21,537	22,291	23,071
Laboratory Technician Water Analysis	20,301	20,910	21,537	22,291	23,071
Laborer	18,540	19,096	19,669	20,357	21,070
Laundry Worker	18,540	19,096	19,669	20,357	21,070
Legal Stenographer	21,165	21,806	22,460	23,246	24,060
Library Assistant	18,540	19,096	19,669	20,357	21,070
Linen Room Attendant	18,540	19,096	19,669	20,357	21,070
Locksmith	27,506	28,331	29,181	30,202	31,258
Mail Clerk	18,540	19,096	19,669	20,357	21,070
Maintenance Repairer (and various variants thereof)	21,000	21,630	22,279	23,059	23,866
Meat Cutter	18,540	19,096	19,669	20,357	21,070
Mechanic	24,527	25,263	26,021	26,932	27,874
Mechanic's Helper	18,540	19,096	19,669	20,357	21,070
Medical Records Clerk	18,540	19,096	19,669	20,357	21,070
Medical Records Clerk Typist	19,467	20,051	20,653	21,375	22,124
Medical Stenographer	21,165	21,800	22,454	23,240	24,053
Messenger	18,540	19,096	19,669	20,357	21,070
Microfilm Machine Operator	18,540	19,096	19,669	20,357	21,070
Mimeograph Machine Operator	18,540	19,096	19,669	20,357	21,070
Morgue Attendant	18,540	19,096	19,669	20,357	21,070
Morgue Custodian	20,301	20,910	21,537	22,291	23,071
Motor Broom Operator/COL	27,037	27,848	28,684	29,688	30,727
Motor Broom Driver	19,440	20,023	20,624	21,346	22,093
Motor Vehicle Operator/Elderly & Handicapped (40 hrs)	23,996	24,613	25,351	26,239	27,157
Multilith Machine Operator	19,433	20,016	20,616	21,338	22,085

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Naturalization Clerk	18,540	19,096	19,669	20,357	21,070
Naturalization Clerk Typing	19,467	20,051	20,653	21,376	22,124
Nurses Aide	18,540	19,096	19,669	20,357	21,070
Occupational Therapy Aide	18,540	19,096	19,669	20,357	21,070
Office Appliance Operator	18,540	19,096	19,669	20,357	21,070
Offset Machine Operator	18,540	19,096	19,669	20,357	21,070
Omnibus Operator	23,896	24,613	25,351	26,239	27,157
Organist	18,540	19,096	19,669	20,357	21,070
Park Attendant	18,540	19,096	19,669	20,357	21,070
Park Caretaker	18,540	19,096	19,669	20,357	21,070
Parking Attendant	18,540	19,096	19,669	20,357	21,070
Parking Enforcement Officer	18,540	19,096	19,669	20,357	21,070
Parking Meter Collector	18,540	19,096	19,669	20,357	21,070
Parking Meter Collector & Repairer	19,440	20,023	20,624	21,346	22,093
Parking Meter Repairer	18,540	19,096	19,669	20,357	21,070
Patient Remotivation Aide	18,540	19,096	19,669	20,357	21,070
Payroll Clerk	19,845	20,440	21,053	21,790	22,553
Payroll Clerk - Finance & Administration	21,000	21,630	22,279	23,059	23,866
Payroll Clerk Typist	20,837	21,462	22,106	22,860	23,680
Payroll Clerk Typist - Finance & Administration	22,060	22,712	23,383	24,212	25,060
Pharmacy Aide	18,540	19,096	19,669	20,357	21,070
Photographer	19,440	20,023	20,624	21,346	22,093
Physical Therapy Aide	18,540	19,096	19,669	20,357	21,070
Police Records Clerk	18,540	19,096	19,669	20,357	21,070
Principal Account Clerk	21,879	22,536	23,212	24,025	24,865
Principal Account Clerk - Finance & Administration	23,152	23,847	24,562	25,422	26,312
Principal Account Clerk Typist	22,973	23,662	24,372	25,225	26,108
Principal Account Clerk Typist - Finance & Administration	24,310	25,039	25,780	26,693	27,627
Principal Cashier	21,215	21,852	22,508	23,295	24,111
Principal Clerk	20,837	21,462	22,106	22,860	23,680
Principal Clerk Stenographer	21,168	21,802	22,456	23,242	24,055
Principal Clerk Typist	21,879	22,535	23,211	24,023	24,864
Principal Clerk Typist - Finance & Administration	24,310	25,039	25,790	26,693	27,627
Principal Date Entry Machine Operator	21,215	21,852	22,508	23,295	24,111
Principal Drafting Technician	22,999	23,689	24,400	25,254	26,138
Principal Index Clerk Typing	20,301	20,912	21,539	22,293	23,074
Principal Medical Records Clerk	21,215	21,851	22,507	23,294	24,110
Principal Payroll Clerk	21,305	21,944	22,602	23,393	24,212

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Principal Payroll Clerk - Finance & Administration	23,152	23,847	24,562	25,422	26,312
Principal Payroll Clerk Typist	22,973	23,682	24,372	25,225	26,108
Principal Payroll Clerk Typist - Finance & Administration	24,310	25,039	25,790	26,693	27,627
Principal Stockkeeper	21,215	21,852	22,508	23,296	24,111
Principal Tax Clerk	24,310	25,039	25,790	26,693	27,627
Principal Text Clerk Typing	25,525	26,291	27,080	28,028	29,008
Principal Vault Clerk	20,301	20,910	21,537	22,291	23,071
Printing Machine Operator II	18,540	19,096	19,669	20,357	21,070
Printing Machine Operator I	18,540	19,096	19,669	20,357	21,070
Program Development Aide (Community Services)	18,540	19,096	19,669	20,357	21,070
Property Clerk	18,540	19,096	19,669	20,357	21,070
Purchasing Assistant	18,540	19,096	19,669	20,357	21,070
Purchasing Assistant Typing	19,097	19,675	20,265	20,975	21,709
Purchasing Expediter	22,027	22,688	23,369	24,187	25,033
Radio Dispatcher	18,540	19,096	19,669	20,357	21,070
Receptionist	18,540	19,096	19,669	20,357	21,070
Receptionist Typing	18,540	19,096	19,669	20,357	21,070
Recreation Attendant	18,540	19,096	19,669	20,357	21,070
Recreation Leader Sports	18,540	19,096	19,669	20,357	21,070
Recreation Therapy Aide	18,540	19,096	19,669	20,357	21,070
Research Assistant	19,166	19,741	20,333	21,045	21,781
Road Inspector	18,540	19,096	19,669	20,357	21,070
Seamstress	18,540	19,096	19,669	20,357	21,070
Secretarial Assistant	18,540	19,096	19,669	20,357	21,070
Secretarial Assistant Bilingual	19,467	20,051	20,653	21,375	22,124
Secretarial Assistant Stenographer	18,540	19,096	19,669	20,357	21,070
Secretarial Assistant Typing	19,467	20,051	20,653	21,375	22,124
Security Guard	18,540	19,096	19,669	20,357	21,070
Senior Account Clerk	20,837	21,462	22,106	22,880	23,680
Senior Account Clerk - Finance & Administration	22,050	22,712	23,393	24,212	25,060
Senior Account Clerk Typing - Finance & Administration	21,879	22,535	23,211	24,023	24,864
Senior Advertising Clerk	18,540	19,096	19,669	20,357	21,070
Senior Advertising & Sales Clerk	19,467	20,051	20,653	21,375	22,124
Senior Block Clerk	19,467	20,051	20,653	21,375	22,124
Senior Building Maintenance Worker	18,540	19,096	19,669	20,357	21,070
Senior Building Service Worker	18,540	19,096	19,669	20,357	21,070

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Senior Cashier	20,301	20,910	21,537	22,291	23,071
Senior Central Supply Aide	18,540	19,096	19,669	20,357	21,070
Senior Citizen Program Aide	18,540	19,096	19,669	20,357	21,070
Senior Clerk	19,845	20,440	21,053	21,790	22,553
Senior Clerk Stenographer	19,872	20,488	21,082	21,820	22,584
Senior Clerk Transcriber	19,440	20,023	20,624	21,348	22,093
Senior Clerk Typist	20,837	21,462	22,106	22,880	23,680
Senior Construction Inspector	22,942	23,630	24,339	25,191	26,073
Senior Construction & Road Inspector	22,288	23,595	24,303	25,153	26,034
Senior Cook	23,424	24,127	24,851	25,721	26,621
Senior Data Entry Machine Operator	18,540	19,096	19,669	20,357	21,070
Senior Dead & Mortgage Clerk	18,540	19,096	19,669	20,357	21,070
Senior Dental Assistant	18,540	19,096	19,669	20,357	21,070
Senior Docket Clerk Bilingual	18,540	19,096	19,669	20,357	21,070
Senior Drafting Technician	18,540	19,096	19,669	20,357	21,070
Senior Electrocardiograph Technician	20,301	20,910	21,537	22,291	23,071
Senior Environmental Therapy Aide	18,540	19,096	19,669	20,357	21,070
Senior Execution Clerk	18,540	19,096	19,669	20,357	21,070
Senior Food Service Worker	18,540	19,096	19,669	20,357	21,070
Senior Garage Attendant	20,301	23,910	24,627	25,489	26,381
Senior Groundskeeper	18,540	19,096	19,669	20,357	21,070
Senior Hospital Attendant	18,540	19,096	19,669	20,357	21,070
Senior Identification Clerk	18,540	19,096	19,669	20,357	21,070
Senior Index Clerk	18,540	19,096	19,669	20,357	21,070
Senior Juvenile Detention Officer	34,454	35,488	36,553	37,852	39,156
Senior Laboratory Technician	18,540	19,096	19,669	20,357	21,070
Senior Legal Stenographer	22,288	23,575	24,282	25,132	26,012
Senior Linen Room Attendant	18,540	19,096	19,669	20,357	21,070
Senior Mail Clerk	18,540	19,096	19,669	20,357	21,070
Senior Maintenance Repairer (and variants thereof)	22,050	22,711	23,392	24,211	25,058
Senior Map Clerk	19,440	20,023	20,624	21,346	22,093
Senior Mechanic	25,764	26,537	27,333	28,280	29,280
Senior Medical Records Clerk	19,440	20,023	20,624	21,346	22,093
Senior Messenger	18,540	19,096	19,669	20,357	21,070
Senior Microfilm Machine Operator	19,440	20,023	20,624	21,346	22,093
Senior Music Therapy Aide	18,540	19,096	19,669	20,357	21,070
Senior Occupational Therapy Aide	18,540	19,096	19,669	20,357	21,070
Senior Office Appliance Operator	18,540	19,096	19,669	20,357	21,070
Senior Offset Machine Operator	21,215	21,852	22,508	23,296	24,111
Senior Park Caretaker	18,540	19,096	19,669	20,357	21,070
Senior Parking Attendant	18,540	19,096	19,669	20,357	21,070
Senior Parking Meter Collector & Repairer	22,027	22,688	23,389	24,187	25,033

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Senior Parking Meter Repairer	22,029	22,688	23,369	24,187	25,033
Senior Payroll Clerk	20,837	21,462	22,108	22,880	23,680
Senior Payroll Clerk - Finance & Administration	22,060	22,712	23,393	24,212	25,060
Senior Payroll Clerk Typing	21,879	22,535	23,211	24,023	24,864
Senior Payroll Clerk Typing - Finance & Administration	23,152	23,849	24,564	25,424	26,314
Senior Physical Therapy Aide	18,540	19,096	19,669	20,357	21,070
Senior Recreation Therapy Aide	18,540	19,096	19,669	20,357	21,070
Senior Road Inspector	22,888	23,575	24,282	25,132	26,012
Senior Seemstress	18,540	19,096	19,669	20,357	21,070
Senior Storekeeper	20,301	20,910	21,537	22,291	23,071
Senior Tax Auditor	23,746	24,458	25,192	26,073	26,986
Senior Tax Clerk	22,050	22,712	23,393	24,212	25,060
Senior Tax Clerk Typing	23,152	23,847	24,562	25,422	26,312
Senior Telephone Operator	19,440	20,023	20,624	21,346	22,093
Senior Timekeeper	18,540	19,096	19,669	20,357	21,070
Senior Traffic Signal Electrician	21,072	21,704	22,355	23,138	23,947
Senior Vault Clerk	18,579	19,136	19,710	20,400	21,114
Senior X-ray Technician	21,165	21,800	22,454	23,240	24,053
Sewerage Plant Operator	19,440	20,023	20,624	21,346	22,093
Specifications Writer - Purchasing	22,504	23,179	23,874	24,710	25,575
Stock Clerk	19,097	19,670	20,260	20,969	21,703
Stock Handler	18,540	19,096	19,669	20,357	21,070
Storekeeper	19,440	20,023	20,624	21,346	22,093
Supervising Cashier	23,670	24,380	25,111	25,990	26,900
Supervising Clerk Stenographer	22,225	22,892	23,579	24,404	25,258
Supervising Elections Clerk	22,888	23,575	24,282	25,132	26,012
Supervising Road Inspector	19,813	20,407	21,019	21,755	22,516
Tax Clerk	21,000	21,630	22,279	23,059	23,866
Tax Clerk Typing	22,060	22,712	23,393	24,212	25,060
Tax Clerk Typing Bilingual	23,152	23,847	24,562	25,422	26,312
Telephone Operator	18,579	19,136	19,710	20,400	21,114
Time Keeper	18,540	19,096	19,669	20,357	21,070
Time Keeper Typing	18,579	19,136	19,710	20,400	21,114
Traffic Analyst	20,005	20,605	21,223	21,966	22,735
Traffic Maintenance Worker	18,540	19,096	19,669	20,357	21,070
Traffic Signal Electrician	20,675	21,295	21,9342	22,702	23,496
Traffic Signal Technician I w/o CDL	21,215	21,852	22,508	23,296	24,111
Traffic Signal Technician I w/CDL	26,029	26,810	27,614	28,581	29,581
Traffic Signal Technician II w/CDL	27,330	28,150	28,995	30,009	31,060

JOB TITLE	Min Sal Effective 07/01/2001	Min Sal Effective 07/01/2002	Min Sal Effective 07/01/2003	Min Sal Effective 07/01/2004	Min Sal Effective 07/01/2005
Tree Trimmer	21,802	22,456	23,130	23,939	24,777
Truck Driver	18,579	19,136	19,710	20,400	21,114
Truck Driver w/CDL	25,000	25,750	26,523	27,451	28,412
Vault Clerk	18,540	19,096	19,669	20,357	21,070
Vital Statistics Clerk	20,000	20,600	21,218	21,961	22,729
Weld Clerk	18,540	19,096	19,669	20,357	21,070
X-ray Technician	19,909	20,506	21,121	21,860	22,626

Part-time Employees who work twenty (20) or more hours per week shall receive pro-rated hourly wages based upon the minimum salaries for their titles.

## STIPULATION II HOURS OF WORK

Applies only to employees hired prior to July 25, 1988. Employees hired after July 25, 1988, work forty (40) hours in all locations.

CODE	LOCATION
A	Administration Building
CG	Central Garage
M	Meadowview Hospital/Psych Facility
Mh	Murdoch Hall
P/REC	Parks & Recreation Department
PR	Public Resources Department (Bridges; Emergency; Mosquito Control; Police ( 4 violations); Roads)
YH/S	Youth House/Shelter

TITLE	HOURS						
	A	CG	M	Mh	P/REC	PR	YH/S
Account Clerk	35		35				
Account Clerk Typing	35						
Admitting Clerk			35				
Advertising & Sales Clerk	35						
Agency Aide	35						
Alcohol Counselor Trainee	35						40
Assistant Cook							
Assistant Supervisor of Building Services	35						
Barber			35				
Book Repairer	35						
Bridge Attendant						40	
Bridge Operator						40	
Building Maintenance Worker - Full Time	37.5	40	40	40			
Building Service Worker - Full Time	30		40	40			
Building Service Worker/Seamstress							40
Canteen Clerk			35				
Cashier	25		40				
Central Supply Aide			40				
Chauffeur	35	40					
Children's Supervisor							40
Clerk - Full Time	35		35			35	
Clerk - Bilingual	35						
Clerk Driver	40						
Clerk Stenographer - Full Time	35						

TITLE	HOURS						
	A	CG	M	Mh	P/REC	PR	YH/S
Clerk Transcriber	35						
Clerk Typist - Full Time	35		35		35	35	
Clinic Attendant						35	
Communications Operator						40	
Construction & Road Inspector						37.5	
Construction Inspector						35	
Cook	35		40				40
Data Control Clerk	40						
Data Entry Machine Operator	35						
Data Entry Machine Operator Key punch			35				
Dental Assistant			35				
Drafting Technician						35	
Elections Clerk Typing	35						
Electrocardiograph Technician			35				
Elevator Operator Security	40						
Elevator Operator	37.5			40			
Elevator Starter	37.5						
Environmental Therapy Aide			35				
Equipment Operator							40
Field Representative/Board of Elections	35						
Field Representative/Narcotics Education	35						
Field Representative/Senior Citizens Program	35						
Food Service Worker - Full Time			40				
Garage Attendant	35	40	40				
Groundskeeper	35				40		
Groundskeeper Driver					40		
Heavy Equipment Operator					40		
Hospital Attendant - Full Time			40				
Hospital Credit Investigator			35				
Identification Clerk	35						
Index Clerk	35						
Inspector/Mosquito Extermination						40	
Investigator/Consumer Protection	35						
Juvenile Detention Officer						40	
Juvenile Processing Officer						40	
Laboratory Aide			35				
Laboratory Technician			35				
Laborer	37.5				40	40	
Laundry Worker			40				
Legal Stenographer	35						
Linen Room Attendant			40				
Mail Clerk	35		35				

TITLE	HOURS						
	A	CG	M	Mh	P/REC	PR	YH/S
Maintenance Repairer (and various variants thereof)	35	40	40			40	
Mechanic		40	40		37.5	40	
Mechanic's Helper		40				40	
Medical Records Clerk			35				
Medical Records Clerk Typist			35				
Medical Stenographer			35				
Messenger	35						
Microfilm Machine Operator	35						
Mimeograph Machine Operator	35						
Motor Broom Driver					40		
Motor Vehicle Operator/Elderly & Handicapped (40 hrs)			40				
Multilith Machine Operator	35						
Naturalization Clerk	35						
Naturalization Clerk Typing	35						
Occupational Therapy Aide			35				
Office Appliance Operator	35						
Offset Machine Operator	35						
Park Attendant					40		
Park Caretaker					40		
Parking Attendant	35						
Parking Enforcement Officer						40	
Parking Meter Collector					40		
Parking Meter Collector & Repairer					40		
Patient Remotivation Aide			40				
Pharmacy Aide			35				
Photographer	35						
Physical Therapy Aide			35				
Police Records Clerk	37.5						
Principal Account Clerk	35		35				
Principal Account Clerk Typist	35		35				
Principal Cashier	35						
Principal Clerk	35		35				
Principal Clerk Stenographer	35						
Principal Clerk Typist	35		35				
Principal Data Entry Machine Operator	35						
Principal Index Clerk Typing			35				
Principal Medical Records Clerk			35				
Principal Vault Clerk	35						
Property Clerk	35						
Purchasing Assistant	35						
Purchasing Assistant Typing	35						
Receptionist	35			40			

TITLE	HOURS						
	A	CG	M	Mh	P/REC	PR	YH/S
Receptionist Typing	35			40			
Recreation Attendant					40		
Recreation Therapy Aide			35				
Road Inspector						35	
Seamstress			35				40
Security Guard 40	40						
Senior Account Clerk	35		35		35-40		
Senior Account Clerk Typing	35						
Senior Construction & Road Inspector						40	
Senior Data Entry Machine Operator	35						
Senior Deed & Mortgage Clerk	35						
Senior Dental Assistant			35				
Senior Electrocardiograph Technician			40				
Senior Environmental Therapy Aide			40				
Senior Garage Attendant	35					40	
Senior Groundskeeper						40	
Senior Hospital Attendant			40				
Senior Identification Clerk	35						
Senior Index Clerk	35						
Senior Juvenile Detention Officer							40
Senior Laboratory Technician			40				
Senior Legal Stenographer	35						
Senior Linen Room Attendant			40				
Senior Mail Clerk	35						
Senior Maintenance Repairer (and variants thereof)	35		40				
Senior Map Clerk	35						
Senior Mechanic		40				40	
Senior Medical Records Clerk			35				
Senior Microfilm Machine Operator	35						
Senior Music Therapy Aide			35				
Senior Occupational Therapy Aide			35				
Senior Office Appliance Operator	35						
Senior Offset Operator	35						
Senior Park Caretaker				40			
Senior Parking Meter Collector & Repairer					40		
Senior Payroll Clerk Typing							35
Senior Physical Therapy Aide			35				
Senior Road Inspector						35	
Senior Seamstress			35				
Senior Storekeeper			40				
Senior Tax Auditor	35						
Senior Telephone Operator	35		40				
Senior Timekeeper		35					

**SCHEDULE A  
PANEL OF ARBITRATORS**

Robert Light

John Sands

Robert Mitrani

Barbara Zausner Tener

Jeffrey B. Tener

Michael Murray

TITLE	HOURS						
	A	C	G	M	Mh	P/REC	PR
Senior Traffic Signal Electrician							
Senior Vault Clerk	35						35
Senior X-ray Technician				35			
Sewerage Plant Operator				40			
Stock Clerk				40			
Stock Handler				40			
Storekeeper				40			
Supervising Cashier	35						
Supervising Clerk Stenographer	35						
Supervising Elections Clerk	35						
Supervising Road Inspector							40
Telephone Operator	35			40			
Time Keeper	35						
Time Keeper Typing	35						
Traffic Signal Electrician							40
Traffic Signal Technician I w/o CDL							40
Tree Trimmer							40
Truck Driver	37.5	40					
Vault Clerk	35						
Vital Statistics Clerk	35						
X-ray Technician				35			

ADDENDUM I

Mr. Joseph Franklin, President  
1199J, National Union of Hospital and  
Health Care Employees, AFSCME, AFL-CIO  
9-25 Alling Street  
Newark, New Jersey 07102

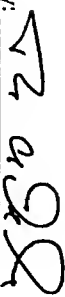
Dear President Franklin:

This letter is delivered to you simultaneously with the execution of the  
collective bargaining agreement between our County and District 1199J.

It is our mutual understanding that although certain part-time and  
temporary Employees are excluded from coverage under the contract,  
nevertheless, we will employ them at not less than the wages and minimums  
specified in the Agreement. It is recognized, however, that such Employees are  
not and shall not be in any way considered covered by any of the provisions of  
the collective bargaining agreement.

Very truly yours,

HUDSON COUNTY EXECUTIVE

By:   
Thomas A. DeGise

STATE OF NEW JERSEY )

) )  
SS

COUNTY OF HUDSON )

BE IT REMEMBERED, that on this seventeenth day of June, Two  
Thousand and Three before me, the subscriber, personally appeared JEAN A.  
BYRNES, who being by me duly sworn according to law, on her oath says that  
she is the Clerk of the Board of Chosen Freeholders of the County of Hudson and  
that THOMAS A. DE GISE is the County Executive, that he knows the  
corporate seal of said County of Hudson and that the seal affixed to the foregoing  
instrument is the seal of said County; that the said THOMAS A. DE GISE as  
County Executive signed said instrument and affixed said seal thereto as his  
voluntary act and deed for the uses and purposes therein expressed, in attestation  
whereof, she the said JEAN A. BYRNES, as Clerk, subscribed her name thereto

  
JEAN A. BYRNES, CLERK  
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to before me this

17th day of June, 2003

Luz Feliciano

Notary Public of New Jersey

ID# 2220877

MY COMMISSION EXPIRES AUG 23, 2004

Notes: